



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF OTTUMWA**

**AND**

**OTTUMWA ASSOCIATION OF  
PROFESSIONAL FIREFIGHTERS  
LOCAL 395  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
(AFL-CIO-CIC)**

**FOR THE PERIOD  
OF  
JULY 1, 2006 THROUGH JUNE 30, 2008**

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This agreement made and entered into this **1<sup>st</sup> Day of July 2006** by and between the City of Ottumwa, Iowa a municipal corporation, referred to hereinafter as Employer, or City; and the Ottumwa Association of Professional Firefighters (AFL-CIO-CIC), referred to hereinafter as Union or Local 395.

## PREAMBLE

Section 1. The City of Ottumwa, Iowa, hereinafter referred to as the City, has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the permanent interest of the City and its residents

Section 2. It is the intention of this Agreement to set forth the entire Agreement between the City of Ottumwa, hereinafter referred to as City or Employer, and the Ottumwa Association of Professional Firefighters, Local 395 (AFL-CIO-CIC), hereinafter referred to as the Union, Association, or Members. The designation "Members" refers to all bargaining unit members under this Agreement, and "Line or Crew" refers to firefighters who work twenty-four (24) hour shifts.

Section 3. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Iowa or the Municipal Code of the City of Ottumwa, Iowa; except as set forth herein.

## ARTICLE 1 RECOGNITION

The City hereby recognizes the said Union as the sole and exclusive representative of all employees of the Fire Department, with the exception of the Chief and Deputy Chiefs of the Fire Department, for the purpose of bargaining with respect to wages, hours of work and working conditions and all matters related thereto.

## ARTICLE 2 DURATION OF AGREEMENT

This agreement shall be in effect from and after July 1, 2006 through June 30, 2008. "Exhibit A is attached.

## ARTICLE 3 NEGOTIATIONS

Section 1. Employer will meet with the Union with respect to establishment of wages, hours, and working conditions and other conditions of employment as same affect

the budget of Employer, said negotiations concerning same shall be annually, except in the instance of a multi-year contract which does not provide for reopening negotiations on said items during the term of the contract, and shall commence prior to October 1.

Section 2. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from employee's pay if said negotiations are held during the normal working hours of said designated representatives.

#### ARTICLE 4 DUES CHECK-OFF AND DEDUCTIONS

The Employer agrees to deduct, once each month, Union dues from the pay of those employees who individually request in writing that such deductions be made. In addition, if the employee so requests in writing the initiation fee of the Union, if any, shall be deducted in two (2) monthly payments. The amount to be deducted should be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union. If one wishes to drop from the Union, written notice shall be given thirty (30) days prior to Employer and Union. The Union agrees to indemnify and hold the City harmless against any claims of any type arising out of the operation of this Article.

#### ARTICLE 5 HOLIDAYS

##### Section 1. Legal Holidays

a. The following are declared to be legal holidays for all members covered by this Agreement, said holidays are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and one half day (1/2) day for Christmas Eve and one-half (1/2) day for New Year's Eve.

b. Legal holidays shall be signed up for and taken under the same procedure as vacations (Article 10). Legal holidays can be taken in conjunction with or as a separate part of vacation.

##### Section 2. Floating Holidays

a. Five (5) of the above legal holidays can be designated by said members as floating holidays. Floating holidays may be taken in one half (1/2) shift increments. Sign up for floating holidays will begin following both the initial sign-up and the second round sign-up.

b. A floating holiday can be signed up for at anytime following vacation sign-up; and the requested floating holiday will be granted.

Section 3. No holidays, legal or floating, shall be carried over to the next calendar year.

Section 4. Holidays are earned during the first year, or part of the first year's employment, and are taken during the following calendar year.

Section 5. Employees will not be paid for any holidays upon retirement or termination.

Section 6. If a holiday falls on a Saturday/Sunday, the following Monday will be observed.

## ARTICLE 6 SICK LEAVE

Section 1. All regular or probationary employees earn sick leave at the rate of two (2) working days for each month of service. Sick leave will be granted only for absence from duty due to personal illness or injury, or illness in the immediate family. Sick leave will be granted at the discretion of the Fire Chief or his designee for serious illness in the immediate family. For these purposes, immediate family is defined as including only spouse, children, father, mother, father and mother-in-law, brother, sister, brother and sister-in-law, son and daughter-in-law, grandparents and grandchildren, because of death or sickness. Sick leave shall be accumulated from hiring date at the rate of two (2) days per month without limitation on accrued.

Section 2. If any employee takes more than three (3) days sick leave in any sixty (60) calendar day period, the Fire Chief may require a medical certification before employee may return to work, said certification to be at the employee's expense. Any employee failing to comply with said certification shall be in violation of Rules and Regulations of the Ottumwa Fire Department; and shall be subject to disciplinary action thereof.

Section 3. No sick leave benefits shall be paid to employees for injuries incurred or received while the employee is working on the job for another employer, moonlighting, except as provided under Paragraph 8 below.

Section 4. Any employee, as a result of an injury or disease incurred while on duty for the City, shall be paid the benefits he/she is entitled to receive under Chapter 411, Code of Iowa, as amended.

Section 5. Any employee injured on the job must report the details of the incident prior to the end of the work shift to the officer-in-charge and if necessary or if medical attention is needed file an accident report within ninety-six (96) hours. The Officer-In-Charge will submit the report of details of the incident to the Fire Chief prior to the end of the work shift.

Section 6. The Fire Chief reserves the right to designate the physician, if so desired, to verify the certification of the employee's physician and the extent of his/her injuries.

Section 7. Sick days annually may be used as casual days to be taken with the authorization of the Fire Chief or his designee according to the following schedule:

After 1 year of service	1 day
After 3 years of service	2 days
After 6 years of service	3 days
After 12 years of service	5 days

Employees may use casual days in full or one-half shifts.

Section 8. It is understood and agreed between the parties once an employee has exhausted his/her sick leave with pay, employee shall be granted leave without pay from that time until employee is able to return to work or retires. Employee must file medical certification with the Human Resource Department annually on or before anniversary date of said leave. Seniority shall continue in full force and effect, City and departmental.

Section 9. If an employee has exhausted all sick leave, he/she may use other earned leave.

Section 10. Upon retirement from the City, the City shall contribute \$2500.00 to the PEHP Plan if the retiree has accrued a minimum of 2688 hours of sick leave.

#### ARTICLE 7 INCENTIVE LEAVE

Incentive leave in the amount of one (1) hour shall be awarded for each pay period in which an employee is not absent from work. Holidays, vacations, funeral leave and incentive days shall not be counted as an absence. An incentive shift (24 or 12 hours) may be taken at any time that the leave does not cause the daily duty roster to drop below six (6) crew members on duty. A maximum of thirty-two (32) hours of incentive leave may be carried over each year. The reset period shall be the first pay period in November of each year. Eight (8) hours will be charged off for a twenty-four hour duty shift and four (4) hours for one-half (1/2) duty shift.

#### ARTICLE 8 LEAVE WITH PAY

Section 1. The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

Witness Pay. If an employee appears as a witness during regular working hours and receives full pay from the City, any pay that the employee might receive, except for mileage, from the Court will be turned over by the employee to the City Clerk's office.

Military Leave. For active duty in any branch of the armed forces of the United States or the State of Iowa, for the period of such active State or Federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A of the Code of Iowa, as amended.

Union Leave. The City of Ottumwa will allow two (2) members, selected by the Union, time off from duty with pay if it does not cause overtime to be paid, for the annual Fire Fighters Convention and other State and IAFF meetings.

Section 2. Bereavement Leave. In the case of death of the employee's spouse, children, father, mother, father or mother-in-law, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents or grandchildren, an employee shall be granted five (5) calendar days off work beginning with the day after said death. If the funeral is more than 400 miles away from Ottumwa, the employee shall be granted a minimum of seven (7) calendar days off work and may be extended at the discretion of the fire chief or designee.

Section 3. All leaves with pay except sick or injury leave must be applied for in advance.

## ARTICLE 9 LEAVE WITHOUT PAY

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons, which are considered to be in the best interest of the City. The City Council may extend such leave for good and sufficient reason. (For extended leave due to illness, see Article 6, Section 10.)

Section 2. Persons called to serve full time in the Armed Forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Section 29A of the Code of Iowa, as amended, and will, upon discharge, be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the Armed Forces.

Section 3. No person shall be discriminated against because of military service (including National Guard) requirements.

## ARTICLE 10 VACATION

A member shall be granted a vacation in each calendar year without loss of pay. Vacation leave credits shall be computed by the following five steps in addition to legal holidays.



Section 1. Vacation leave credits shall be computed by the following:

1 – 2 years of service	1 week
3 – 5 years of service	2 weeks
6-14 years of service	3 weeks
15 – 25 years of service	4 weeks
26 years of service	5 weeks

Section 2. Each regular employee will be granted one (1) week of vacation at the completion of one (1) year of service for first two (2) years, which because of the normal workweek of the employee will actually run seven (7) days.

Section 3. After the completion of three (3) years of service, employees will be granted two (2) weeks vacation, which because of the normal work week of the employees will actually run fourteen (14) days.

Section 4. After completion of six (6) years of service, employees will be granted three (3) weeks vacation which because of the normal workweek of the employees will actually run twenty-one (21) days.

Section 5. After completion of fifteen (15) years of service, employees will be granted four (4) weeks vacation which because of the normal workweek of the employees will actually run twenty-eight (28) days.

Section 6. After completion of twenty-six (26) years of service, employees will be granted five (5) weeks vacation which because of the normal workweek of the employees will actually run thirty-five (35) days.

Section 7. Vacation Accrual Limit. An employee's accrued vacation may not exceed two and one-half (2 ½) times their annual vacation amount. Any amount above the limit will be forfeited. Payout of accrued vacation upon retirement will be limited to the Vacation Accrual Limit.

Section 8. An employee who leaves the employment by resigning or retiring from the City and after giving two (2) weeks notice of such termination of employment, shall be compensated for all accrued vacation leave to date of separation. The same benefits shall be received for layoffs or job abolishment. If an employee retires from the City, the City shall contribute 50% of the vacation payout to the PEHP Plan.

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The daily pay for accrued vacation pay shall be established at the termination day from the following formula: annual pay (base pay plus longevity) divided by two hundred sixty (260) equals daily pay:

annual pay (base pay plus longevity) = daily pay

260

Section 9. Probationary employees will accrue vacation leave, but not normally be permitted to use vacation leave credits until after the completion of the probationary period, except with the permission of the Fire Chief.

Section 10. All accrued vacation leave shall be paid to the family or estate of a deceased employee who has passed away while being in the employee of the Employer, but it is not required that said death have occurred on the job.

Section 11. Whenever an employee is called back from his/her vacation leave, the employee will be paid time and one-half (1 ½) plus his/her vacation pay or paid time and one-half (1 ½) and given another vacation, said choice the employee's.

Section 12. Vacation shall be during the calendar year. Selection for the vacation period shall be based on seniority and shall start on the first (1<sup>st</sup>) or the sixteenth (16<sup>th</sup>) day of the month. To be taken in fifteen (15) or sixteen (16) or thirty (30) or thirty-one (31) day periods.

Section 13. One (1) week's notice must be given to the Department Head or his designee before taking any vacation, unless in an emergency situation.

Section 14. By November 15 of each year, each Assistant Chief will cause to be posted for each crew, a form denoting the dates available for Members vacation. Each employee, in order of seniority, shall denote his/her choice of vacation period by filling in the appropriate blank and notifying the officer-in-charge. Each employee shall sign for only one (1) vacation period at this time. A maximum of two (2) employees may sign in any one (1) vacation period. All employees must have made their first choice by December 15 or forfeit their seniority rights for the purpose of choosing vacation periods. All second choices will be by seniority.

An individual may voluntarily forego sign up for either or both rounds, thereby relinquishing seniority for sign up. Following completion of both seniority sign up choices, an individual may sign up for a one (1) week vacation, which equals seven (7) days, regardless of starting date, on a first come, first service basis, with the approval of the officer in charge.

## ARTICLE 11 PROHIBITIONS

Section 1. No person shall willfully or corruptly make any false statement, certificate or report in regard to any interview, certificate or appointment, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules or the fulfillment of this Agreement.

Section 2. No person seeking appointment to or promotion in the City service shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of, or in connection with his/her appointment, proposed appointment, promotion, or proposed promotion.

Section 3. No City employee shall knowingly and willfully use public facilities for his/her own personal use.

Section 4. Members are required to live within a ten-mile radius of the Central Fire Station.

Section 5. An employee covered under this Agreement shall not be prohibited from extra employment, commonly known as "moonlighting", so long as said extra employment does not interfere with, hinder, restrict, or adversely affect the employee's duties with the City of Ottumwa, Iowa.

## ARTICLE 12 GRIEVANCE PROCEDURES

Section 1. Definition. The word "grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union, or any employee, or group of employees with regard to the interpretation, application, or violation of any of the terms, provisions, or intent of the Contract Agreement.

Section 2. Purpose. The purpose of the grievance procedure shall be to settle all grievances between the parties as quickly as possible, so as to insure efficiency and promote the employees' morale. Should any employee(s) feel a grievance exists, an adjustment shall be sought as set out in Section 3.

Section 3. Procedure.

Step 1. A grievance shall be presented in writing, stating the issuance and remedy, to the Fire Chief and the personnel office no later than seven (7) working days after the occurrence upon which the grievance is based. The Fire Chief shall arrange for such meetings, make such investigations as are necessary while attempting to adjust or settle the grievance, and respond in writing within seven (7) days of receipt of the grievance. If a satisfactory settlement is reached, it shall be final if signed by both parties.

Step 2. If the grievance is not settled in Step 1, the Union may present the grievance in writing to the City Administrator within seven (7) working days of the Fire Chief's response. The City Administrator shall meet with the Union or Grievance Committee within seven (7) days from the receipt of the grievance, in an attempt to adjust or settle

the grievance. The City Administrator shall respond in writing within this period. If an acceptable solution has been found, it shall be final if signed by both parties.

Any matter within the purview and jurisdiction of the Civil Service Commission (Chapter 400) and/or Veterans Preference (Chapter 70) of the Code of Iowa, shall not be grieved further, but the procedures of said Chapters shall apply in lieu thereof.

Step 3. If unresolved after Step 2 and the grievance falls outside the jurisdiction and authority of the Civil Service Commission, the Union can request arbitration and a copy shall be provided to the personnel office.

The Public Employment Relations Board shall be requested by the grieved party to provide a panel of five (5) grievance arbitrators. One (1) arbitrator shall be chosen by the process of each party striking two (2) names from the list. The first strike shall be determined by a coin toss. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the hearing.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and Union. However, each party shall be responsible for the compensation of its own representatives and witnesses.

## ARTICLE 13 INSURANCE

Section 1. Active Members. The Employer in this contract shall pay 90 percent of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90 percent of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. Effective January 1, 2007, the City will provide a three-tier drug card program in the amounts of \$10/\$20/\$30 for employees and their dependents. Effective January 1, 2008, the City will provide a three-tier drug card program in the amounts of \$10/\$25/\$40 for employees and their dependents.

The Employer shall also provide life insurance for all employees in the amount of their annual base salary rounded up to the nearest \$1,000 during their employment.

The Employer shall also provide insurance to the surviving spouse and family of an Employee; said coverage to be subject to the same terms and conditions as active members. All coverage shall cease if surviving spouse remarries or is covered by another insurance program. The City will provide insurance coverage for employee's unmarried

dependent children until nineteen (19) years of age or as long as the child is a full-time student. (See insurance booklet for eligibility).

Section 2. The Union shall be given the opportunity to review any new dental, medical, surgical, or hospitalization plan before purchase, but the City deserves the right to select the carrier.

Section 3. The City will pay the premium required in Section 1 for the first one (1) month following an employee being laid off.

Section 4. The Employer shall select the carrier, but said coverage shall provide for a deductible feature of \$250 per person per calendar year, with a \$500 per family deductible per calendar year maximum and an out-of-pocket maximum of \$1,000 per person per calendar year, with a \$2,000 per family out-of-pocket maximum per calendar year.

Section 5. The Employer shall pay all expenses for an annual Heart and Lung Examination for each Fire Department employee. Employees have the option of receiving heart and lung tests annually, but all tests are required every three (3) years. The Heart and Lung exam shall consist of an office visit, lung X-ray, spirometer (PFT), blood screen, and treadmill with EKG. The employees may choose to have their personal doctor administer and review the tests. The City shall receive the results as to whether or not each employee has sufficiently passed the required tests or receive a doctor's certification that they are able to perform the essential functions of firefighters. Employees may choose to use their annual Haz-Mat medical tests in lieu of taking duplicate tests for the required Heart and Lung tests. Any additional tests or follow-up that is required, that is not a condition of the heart or lungs, shall be filed with the employee's health insurance policy.

#### ARTICLE 14 JOB CLASSIFICATION AND SALARY SCHEDULES

Each member covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Exhibit A, page 1 and made a part hereof by this reference. Any personnel action necessary to be taken to conform with this agreement shall be taken. Classifications and job titles shall remain in full force and effect until changed by mutual agreement through negotiations as provided by this Agreement.

Section 1. When any lower ranking fire fighter performs the duties of an Assistant Chief or Captain in their absence from work for 12 hours (1/2 shift) or 24 hours, the fire fighter shall be paid the officer's higher base hourly rate for each hour worked (referred to as out of rank pay). For example, if a Captain performs the duties of an Assistant Chief, or a fire fighter performs the duties of a Captain, for a period of 12 or 24 hours, they shall receive the higher base hourly rate.

The scale of one (1) complete duty shift shall be determined in the following manner: The lower ranking employee(s) base hourly rate will become that of a higher ranking member(s) base hourly rate. This hourly rate to be paid for each complete shift worked.

Section 2. All members shall be paid twenty-five dollars (\$25.00) per month per each five (5) years of service to be added to their base salary with no maximum. Effective date shall be their anniversary date.

Section 3. The salaries and wages of employees shall be paid bi-weekly on Thursday 12:00 o'clock noon of the appropriate week.

Section 4. The minimum hourly rate for each classification shall be no less than the current hourly rate now being paid each classification as established July 1, and in the future the hourly rate shall be established by the monthly base salary plus longevity divided by two hundred forty-two point sixty-six (242.66). The appropriate rate shall be paid each firefighter for every hour worked, including earned vacations, sick leave, casual days, and other earned time off.

The above paragraph shall not supersede any other paragraphs of this Agreement.

Section 5. Fire Department employees who are required to be a part of any court action or litigation while not scheduled to work shall be paid time and one half (overtime) for all time necessary including reasonable preparation, travel, and court time.

Section 6. The City of Ottumwa shall pay each Fire Department member annually eighty-five dollars (\$85.00) for the specific belt and shoe required by the Fire Department Rules and Regulations. Said payment to be made in the month of December.

Section 7. The City agrees to establish the position of Master Fire Fighter and pay 3 percent above Fire Fighter 1<sup>st</sup> Class and establish an eligibility list.

#### ARTICLE 15 PROBATIONARY PERIOD

All new employees shall serve a probationary period of one (1) year and shall not have seniority rights during this period, but shall be subject to all other clauses of the Agreement. At six (6) months and eleven (11) months of the probationary period, all officers-in-charge shall submit a written report of the individual's conduct and performance of duties to the Chief. This shall be a determining factor in making his/her status permanent. All employees who have worked one (1) year shall be known as permanent members and the probationary period shall be considered part of the seniority time. This Article shall be subject to Chapter 400 of the Code of Iowa, as amended (Civil Service) and the Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa.

ARTICLE 16  
HOURS OF WORK, DUTY PROCEDURES

A. The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours which members may be summoned and kept on duty because of a conflagration of major emergencies, shall not exceed fifty-six (56) hours.

B. The Fire Department shall have three (3) crews of line Fire Fighters in accordance with seniority. A duty shift will be one (1) twenty-four (24) hours period. Crews will change duty shifts at 7:00 a.m. daily.

Each crew member's normal regular work schedule will be stationary and consistent with the following sequence:

On duty twenty-four (24) hours followed by off duty twenty-four (24) hours for five (5) consecutive days, and then off duty for four (4) consecutive days.

C. A Fire Company shall consist of one (1) or more motor vehicle apparatus, as determined and designated by the Chief of the Department.

D. The Chief of the Fire Department or the officer-in-charge may grant the request of any two (2) members of the Fire Department to exchange hours or days off. Paid time trades shall be limited to elected or appointed state or local union officials. Compensation for these paid time trades shall be made by the state or local association.

E. Any transfers made between crews, except those for the purpose of seniority alignment or promotions, shall be requested by said member in writing to the Fire Chief.

ARTICLE 17  
OVERTIME

Section 1. An overtime call-in record by crew seniority shall be posted and kept up to date by each officer in charge. This record shall show the date worked and number of hours for each crew member. Stand-by overtime shall be in twelve (12) hour segments, except when an employee is two (2) slots behind and overtime is needed for one (1) complete shift, a.m. & p.m., the employee may elect to work the complete shift. Stand-by overtime is not mandatory. However, if all available people refuse the call-in, the officer in charge can go back to the starting point on the call list, and mandate the necessary number of people needed to report to duty. The only exception is an employee that is on vacation leave. There shall be no casual days or compensatory time allowed any time that privilege would cause the duty roster to be less than seven (7) people.

Section 2. Call Back Overtime Standards The uniform method of seniority call-back shall be posted by the Chief in writing and a copy thereof provided to the Secretary of the Union.

Section 3. Call Back Rate of Pay. Members recalled to duty because of an emergency shall be paid at a rate of time and one-half (1 1/2) for the actual time worked, but not less than two (2) hours of pay at the rate of time and one-half (1 1/2).

Section 4. Overtime for Extended Tour of Duty. In the event of a fire or fires requiring the members to work longer than the regular tour of duty, no overtime will be charged for the first fifteen (15) minutes.

All overtime received after fifteen (15) minutes shall be paid at the overtime rate for actual time worked beginning at the end of the member's regular tour of duty, in accordance with Call-Back Rate of Pay above two (2) hours minimum.

Section 5. Computation of Regular Hourly Rate. The regular hourly rate for overtime pay shall be computed by the following formula:

Monthly base pay plus longevity divided by 182 for 56 hour work week members

Section 6. Payment. All overtime will be paid at the rate of time and one-half (1 1/2) for regular hourly rate.

Section 7. In Service Training Pay, Mandatory in Service Training. All mandatory training or required training on a member's off duty time shall be paid at the overtime rate of pay. Any optional training necessary for the members authorized by the Fire Chief shall be figured at time and one-half (1 1/2) the actual time needed and compensated in compensatory time.

Section 8. Emergency Leave. An employee may request to leave duty due to a home or family emergency by notifying the O.I.C. and giving an explanation of the situation.

## ARTICLE 18 SENIORITY, LAYOFF, JOB ABOLISHMENT

Section 1. In addition to the seniority list required by Chapter 400, Code of Iowa, as amended, the Fire Chief shall post said list at the Central Fire Station and the sub-station bulletin boards. This list shall be maintained current on or before July 1 of each year. Any objections to this seniority list as posted shall be reported to the Chairman of the Civil Service Commission and the Chief of the Fire Department.

Section 2. Personnel Reduction. Whenever there shall be a reduction or diminution of members of the Fire Department, such reduction shall be made only in the manner provided in Chapter 400 of the Code of Iowa, as amended.



Section 3. Any employee affected by a reduction shall be given written notice of not less than fifteen (15) days prior to the effective date; and said employee shall be paid all earned vacation, holiday, and incentive time.

## ARTICLE 19 VACANCIES AND PROMOTIONS

All vacancies and promotions shall be made in complete compliance with Chapter 400 of the Code of Iowa, as amended.

## ARTICLE 20 MISCELLANEOUS

Section 1. Employer will reimburse the employee for actual cost of any license or permit with the exception of regular drivers license and/or chauffeurs license that the Employer requires of the employee.

Section 2. The City will, at its expense, replace that part of eyeglasses or dentures damaged while the employee was performing his/her on-the-job duties for the City, except where said damage is recoverable under Workers Compensation or any insurance plan carried by the City. This will apply only if the employee could not have avoided damage. All safety equipment should be worn properly and all safety precautions taken to avoid damage.

Section 3. If the Employer requires an employee to attend any school, meeting or training session, the Employer will pay for the employee's meals, lodging, and transportation costs without any loss in wages by the employee.

Section 4. All rights, privileges and amenities on mandatory subjects of bargaining incident to living conditions at the fire stations enjoyed by the members at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement.

Section 5. The City of Ottumwa shall provide a copy of the contract to each employee.

Section 6. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting all Fire Department members. It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Department in order to eliminate as much as possible accidents, deaths, injuries and illness in the fire service.

Section 7. Protective devices, turnout equipment such as coats, boots, fire helmets, including uniforms and trousers (excluding undergarments and socks) and equipment necessary to properly protect Fire Fighters shall be provided by the Employer at no cost to the employees and shall apply to applicable standards.

ARTICLE 21  
MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and nothing shall diminish management's right as set out in Section 20.7 of the Code of Iowa, as amended, except as herein above expressly stated in this agreement.

ARTICLE 22  
PEHP PLAN

The City agrees to participate in a Post Employment Health Plan (PEHP) for eligible members of the bargaining unit, effective July 1, 2006, in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide Retirement Solutions to act as the Plan Administrator for the PEHP Plan, or its successors appointed in accordance with the Plan & Trust documents. The City shall contribute to the PEHP Plan on behalf of eligible employees as set forth herein.

ARTICLE 23  
AMENDMENT

This Agreement may be amended, in writing, upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate resolution of the Employer.

ARTICLE 24  
HEALTH & SAFETY

The City and Association encourage a healthy lifestyle for all fire department employees and encourage all employees to participate in physical exercise during work shift hours when possible and at a time mutually agreed upon by the employee and the fire chief or designee.

ARTICLE 25  
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with

applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision, the parties agree to meet within 60 days to negotiate a substitute for the invalid provision.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement effective July 1, 2006, in two (2) original sets, with original signatures on each on this 8th day of March, 2006.

CITY OF OTTUMWA, IOWA

OTTUMWA ASSOCIATION OF  
PROFESSIONAL FIREFIGHTERS  
LOCAL 395 (AFL-CIO-CLC)

FOR THE EMPLOYER:

FOR THE ASSOCIATION:

By: Dale M. Uehling  
Dale Uehling, Mayor

By: Jason Crandall  
Jason Crandall, President

By: Jack Reed  
Jack Reed, Representative

ATTEST: Ann Cullinan  
Ann Cullinan, City Clerk

**Ottumwa Fire Department Wages**

**Exhibit A Hourly Base Pay**

July 1, 2006 – June 30, 2007

	A	B	C	D
Rookie Firefighter	11.04			
Firefighter 1 Year	11.53			
Firefighter 1 <sup>st</sup> Class (Three (3) Years)	--	13.19	13.35	13.56
Master Firefighter	--	13.95	14.30	14.67
Fire Captain	--	15.08	15.44	15.84
Assistant Chief	--	16.31	16.73	17.15

All line Firefighters hourly rates shall be based on 2,912 hours per year.

- A. Increases and payroll adjustments are effective at the beginning of the pay period closest to the actual due date of the adjustment.
- B. Firefighters promoted to a higher classification will be placed in the step that will allow employees to receive a minimum of 2.5% increase.
- C. If an employee is eligible for a step increase, they will receive the additional step increase upon the anniversary of the date of rank.
- D. Firefighters will remain in their current step until they have completed 12 months of service, except for Firefighter 1 year, which is 2 years. They will then advance to the next step.
- E. Date of Rank – The day the individual begins receiving pay in their current rank and step.

**Exhibit A Educational/EMS Pay**

1 <sup>st</sup> Responders	\$600 per year - \$50 monthly
EMT-B	\$900 per year - \$75 monthly

**Ottumwa Fire Department Wages**

**Exhibit A Hourly Base Pay**

July 1, 2007 – June 30, 2008

Rookie Firefighter	11.40			
Firefighter 1 Year	11.91			
Firefighter 1 <sup>st</sup> Class (Three (3) Years)	--	13.62	13.78	14.00
Master Firefighter	--	14.40	14.77	15.15
Fire Captain	--	15.57	15.94	16.36
Assistant Chief	--	16.84	17.27	17.71

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